

# **EXHIBIT A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
ROBERT WOO and MELISSA MARK,

Plaintiffs,

-against-

BATTERY PARK CITY AUTHORITY,  
GOLDMAN SACHS HEADQUARTERS LLC,  
TISHMAN CONSTRUCTION CORPORATION  
OF NEW YORK, DCM ERECTORS, INC.,  
COMPONENT ASSEMBLY SYSTEMS, INC.,  
TOTAL SAFETY CONSULTING, L.L.C., and  
REGIONAL SCAFFOLDING & HOISTING CO., INC.,

Defendants.  
-----X

Index No.: 112631/08

Date Filed: 9/16 /08

SUMMONS

Plaintiffs designate New York  
County as the place of trial.

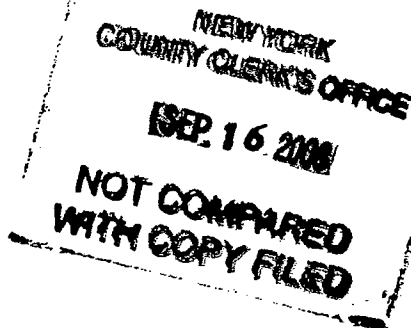
The basis of venue:  
Battery Park City Authority/  
CPLR 505(a).

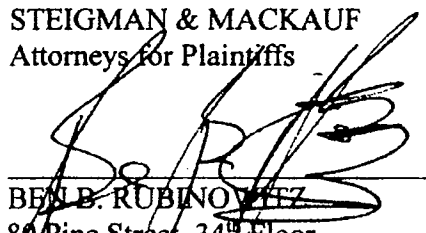
TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiffs' attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
September 12, 2008

Yours etc.,  
GAIR GAIR CONASON  
STEIGMAN & MACKAUF  
Attorneys for Plaintiffs



  
BEN B. RUBINO  
80 Pine Street, 34<sup>th</sup> Floor  
New York, New York 10005  
(212) 943-1090

TO DEFENDANTS: See Attached Service List

SERVICE LIST

BATTERY PARK CITY AUTHORITY  
1 World Financial Center  
New York, NY 10281

GOLDMAN SACHS HEADQUARTERS LLC  
New York State Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, NY 12231

TISHMAN CONSTRUCTION CORPORATION OF NEW YORK  
New York State Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, NY 12231

DCM ERECTORS, INC.  
New York State Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, NY 12231

COMPONENT ASSEMBLY SYSTEMS, INC.  
New York State Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, NY 12231

TOTAL SAFETY CONSULTING, L.L.C.  
New York State Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, NY 12231

REGIONAL SCAFFOLDING & HOISTING CO., INC.  
New York State Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, NY 12231

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
ROBERT WOO and MELISSA MARK,

Plaintiff,

Index No.: 112631/08

-against-

VERIFIED COMPLAINT

BATTERY PARK CITY AUTHORITY,  
GOLDMAN SACHS HEADQUARTERS LLC,  
TISHMAN CONSTRUCTION CORPORATION  
OF NEW YORK, DCM ERECTORS, INC.,  
COMPONENT ASSEMBLY SYSTEMS, INC.,  
TOTAL SAFETY CONSULTING, L.L.C., and  
REGIONAL SCAFFOLDING & HOISTING CO., INC.,

Defendants.  
-----X

NEW YORK  
COUNTY CLERK'S OFFICE

SEP 16 2008

NOT COMPARED  
WITH COPY FILED

Plaintiffs, complaining of defendants, by their attorneys, GAIR, GAIR,  
CONASON, STEIGMAN & MACKAUF, respectfully show to this Court and allege as follows:

AS AND FOR A FIRST CAUSE OF ACTION  
ON BEHALF OF THE PLAINTIFF, ROBERT WOO

1. Upon information and belief, that at all times herein mentioned, the defendant, BATTERY PARK CITY AUTHORITY, was and still is a public authority duly organized and existing under and by virtue of the laws of the State of New York.
2. Within ninety (90) days after the claim herein arose, a Notice of Claim setting forth the name and post office address of the claimants and their attorneys; the nature of the claim; the time when, the place where, and the manner in which the claim arose, and the items of damage and injuries claimed to have been sustained so far as then practicable, was duly served upon defendant, BATTERY PARK CITY AUTHORITY.
3. At least thirty (30) days have elapsed since the service of the aforesaid Notice of

Claim on defendant, BATTERY PARK CITY AUTHORITY, and adjustment or payment thereof has been neglected or refused.

4. This action is being commenced within one year and ninety (90) days after the happening of the event upon which the claim is based.

5. Upon information and belief, that at all times herein mentioned, the defendant, GOLDMAN SACHS HEADQUARTERS LLC, was and still is a foreign limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware.

6. Upon information and belief, that at all times herein mentioned, the defendant, GOLDMAN SACHS HEADQUARTERS LLC, was licensed to do business in the State of New York with its principal place of business in the County of New York.

7. Upon information and belief, that at all times herein mentioned, the defendant, GOLDMAN SACHS HEADQUARTERS LLC, did business in the State of New York.

8. Upon information and belief, that at all times herein mentioned, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was a foreign corporation duly organized and existing under and by virtue of the laws of the State of Delaware.

9. Upon information and belief, that at all times herein mentioned, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was licensed to do business in the State of New York with its principal place of business in the County of New York.

10. Upon information and belief, that at all times herein mentioned, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, did business in the State of New York.

11. Upon information and belief, that at all times herein mentioned, the defendant,

DCM ERECTORS, INC., was and still is a domestic business corporation duly organized and existing under and by virtue of the laws of the State of New York.

12. Upon information and belief, that at all times herein mentioned, defendant, COMPONENT ASSEMBLY SYSTEMS, INC., was and still is a domestic business corporation duly organized and existing under and by virtue of the laws of the State of New York.

13. Upon information and belief, that at all times herein mentioned, defendant, TOTAL SAFETY CONSULTING, L.L.C., was and still is a limited liability company duly organized and existing under and by virtue of the laws of the State of New York.

14. Upon information and belief, that at all times herein mentioned, defendant, REGIONAL SCAFFOLDING & HOISTING CO., INC., was and still is a domestic business corporation duly organized and existing under and by virtue of the laws of the State of New York.

15. Upon information and belief, on December 14, 2007, and for some time prior thereto, the defendant, BATTERY PARK CITY AUTHORITY, was the owner of a construction site located at 200 West Street between Vesey Street and Murray Street (formerly 200 Murray Street), New York, New York.

16. Upon information and belief, on December 14, 2007, and for some time prior thereto, the defendant, BATTERY PARK CITY AUTHORITY, was the owner of a building located at 200 West Street between Vesey Street and Murray Street (formerly 200 Murray Street), New York, New York that will be the future world headquarters of Goldman Sachs.

17. Upon information and belief, on December 14, 2007, and for some time prior thereto, the defendant, BATTERY PARK CITY AUTHORITY, was the lessor of a building

located at 200 West Street between Vesey Street and Murray Street (formerly 200 Murray Street), New York, New York that will be the future world headquarters of Goldman Sachs.

18. Upon information and belief, on December 14, 2007, and for some time prior thereto, the defendant, GOLDMAN SACHS HEADQUARTERS LLC, was the owner of a construction site located at 200 West Street between Vesey Street and Murray Street (formerly 200 Murray Street), New York, New York.

19. Upon information and belief, on December 14, 2007, and for some time prior thereto, the defendant, GOLDMAN SACHS HEADQUARTERS LLC, was the owner of a building under construction located at 200 West Street between Vesey Street and Murray Street (formerly 200 Murray Street), New York, New York, that will be the future world headquarters of Goldman Sachs.

20. Upon information and belief, on December 14, 2007, and for some time prior thereto, the defendant, GOLDMAN SACHS HEADQUARTERS LLC, was the lessee of a building under construction located at 200 West Street between Vesey Street and Murray Street (formerly 200 Murray Street), New York, New York that will be the future world headquarters of Goldman Sachs.

21. Upon information and belief, prior to December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, entered into a contract with the defendant, BATTERY PARK CITY AUTHORITY, to act as the general contractor at the aforementioned construction site.

22. Upon information and belief, prior to December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, entered into a contract with

the defendant, GOLDMAN SACHS HEADQUARTERS LLC, to act as the general contractor at the aforementioned construction site.

23. Upon information and belief, on December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was the general contractor at the aforementioned construction site.

24. Upon information and belief, that on December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was acting as the general contractor at the aforementioned construction site.

25. Upon information and belief, that on December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was acting as the general contractor at the aforementioned construction site pursuant to the aforementioned contract with the defendant, BATTERY PARK CITY AUTHORITY.

26. Upon information and belief, that on December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was acting as the general contractor at the aforementioned construction site pursuant to the aforementioned contract with the defendant, GOLDMAN SACHS HEADQUARTERS LLC.

27. Upon information and belief, prior to December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, entered into a contract with the defendant, BATTERY PARK CITY AUTHORITY, to act as the construction manager at the aforementioned construction site.

28. Upon information and belief, prior to December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, entered into a contract with



the defendant, GOLDMAN SACHS HEADQUARTERS LLC, to act as the construction manager at the aforementioned construction site.

29. Upon information and belief, on December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was the construction manager at the aforementioned construction site.

30. Upon information and belief, on December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was acting as the construction manager at the aforementioned construction site.

31. Upon information and belief, that on December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was acting as the construction manager at the aforesaid construction site pursuant to the aforementioned contract with the defendant, BATTERY PARK CITY AUTHORITY.

32. Upon information and belief, that on December 14, 2007, the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, was acting as the construction manager at the aforesaid construction site pursuant to the aforementioned contract with the defendant, GOLDMAN SACHS HEADQUARTERS LLC.

33. Upon information and belief, prior to December 14, 2007, the defendant, DCM ERECTORS, INC., entered into a contract to perform certain construction work at the aforesaid construction site with defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, including hoisting construction materials with slings.

34. Upon information and belief, prior to December 14, 2007, the defendant, DCM ERECTORS, INC., entered into a contract to perform certain construction work at the aforesaid

construction site with defendant, GOLDMAN SACHS HEADQUARTERS LLC, including hoisting construction materials with slings.

35. Upon information and belief, on December 14, 2007, defendant DCM ERECTORS, INC., its agents, servants and employees were performing construction work at the aforesaid construction site.

36. Upon information and belief, on December 14, 2007, defendant DCM ERECTORS, INC., its agents, servants and employees were performing construction work at the aforesaid construction site pursuant to its contract with the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK.

37. Upon information and belief, on December 14, 2007, defendant DCM ERECTORS, INC., its agents, servants and employees were performing construction work at the aforesaid construction site pursuant to its contract with the defendant, GOLDMAN SACHS HEADQUARTERS LLC.

38. Upon information and belief, prior to December 14, 2007, the defendant, COMPONENT ASSEMBLY SYSTEMS, INC., entered into a contract to perform certain construction work at the aforesaid construction site with defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, including the erection of dry wall.

39. Upon information and belief, prior to December 14, 2007, the defendant, COMPONENT ASSEMBLY SYSTEMS, INC., entered into a contract to perform certain construction work at the aforesaid construction site with defendant, GOLDMAN SACHS HEADQUARTERS LLC, including the erection of dry wall.

40. Upon information and belief, on December 14, 2007, defendant, COMPONENT

ASSEMBLY SYSTEMS, INC., its agents, servants and employees were performing construction work at the aforesaid construction site.

41. Upon information and belief, on December 14, 2007, defendant COMPONENT ASSEMBLY SYSTEMS, INC., its agents, servants and employees were performing construction work at the aforesaid construction site pursuant to its contract with the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK.

42. Upon information and belief, on December 14, 2007, defendant COMPONENT ASSEMBLY SYSTEMS, INC., its agents, servants and employees were performing construction work at the aforesaid construction site pursuant to its contract with the defendant, GOLDMAN SACHS HEADQUARTERS LLC.

43. Upon information and belief, prior to December 14, 2007, the defendant, TOTAL SAFETY CONSULTING, L.L.C., entered into a contract to perform certain work at the aforesaid construction site with defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, including site safety management.

44. Upon information and belief, prior to December 14, 2007, the defendant, TOTAL SAFETY CONSULTING, L.L.C., entered into a contract to perform certain work at the aforesaid construction site with defendant, GOLDMAN SACHS HEADQUARTERS LLC, including site safety management.

45. Upon information and belief, on December 14, 2007, the defendant, TOTAL SAFETY CONSULTING, L.L.C., its agents, servants and employees were performing site safety management at the aforesaid construction site.

46. Upon information and belief, on December 14, 2007, the defendant, TOTAL

SAFETY CONSULTING, L.L.C., its agents, servants and employees were performing work at the aforesaid construction site pursuant to its contract with the defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK.

47. Upon information and belief, on December 14, 2007, the defendant, TOTAL SAFETY CONSULTING, L.L.C., its agents, servants and employees were performing work at the aforesaid construction site pursuant to its contract with the defendant, GOLDMAN SACHS HEADQUARTERS LLC.

48. Upon information and belief, prior to December 14, 2007, the defendant, REGIONAL SCAFFOLDING & HOISTING CO., INC., entered into a contract to perform certain construction work at the aforesaid construction site with defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, including the erection of a sidewalk shed.

49. Upon information and belief, prior to December 14, 2007, the defendant, REGIONAL SCAFFOLDING & HOISTING CO., INC., entered into a contract to perform certain construction work at the aforesaid construction site with defendant, GOLDMAN SACHS HEADQUARTERS LLC, including the erection of a sidewalk shed.

50. Upon information and belief, on December 14, 2007, defendant, REGIONAL SCAFFOLDING & HOISTING CO., INC., its agents, servants and employees were performing construction work at the aforesaid construction site.

51. Upon information and belief, on December 14, 2007, defendant REGIONAL SCAFFOLDING & HOISTING CO., INC., its agents, servants and employees were performing construction work at the aforesaid construction site pursuant to its contract with the defendant,

TISHMAN CONSTRUCTION CORPORATION OF NEW YORK.

52. Upon information and belief, on December 14, 2007, defendant REGIONAL SCAFFOLDING & HOISTING CO., INC., its agents, servants and employees were performing construction work at the aforesaid construction site pursuant to its contract with the defendant, GOLDMAN SACHS HEADQUARTERS LLC.

53. On December 14, 2007 the plaintiff, ROBERT WOO, was an on-site architect employed by Adamson Associates Architects.

54. On December 14, 2007, the plaintiff, ROBERT WOO, was working at the aforementioned construction site pursuant to his employment by Adamson Associates Architects.

55. Upon information and belief, on December 14, 2007, and prior thereto, the plaintiff, ROBERT WOO, was working as an on-site architect in an office inside a trailer placed on top of the aforesaid sidewalk shed on the construction site at the direction of defendant, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK.

56. Upon information and belief, on December 14, 2007, and prior thereto, the plaintiff, ROBERT WOO, was working as an on-site architect in an office inside a trailer placed on top of the aforesaid sidewalk shed on the construction site at the direction of defendant, GOLDMAN SACHS HEADQUARTERS LLC.

57. On December 14, 2007, the plaintiff, ROBERT WOO, while working inside the trailer at the aforementioned construction site, was caused to sustain severe injuries when a sling hoisting construction materials failed causing the construction materials to fall and crush the trailer and plaintiff.

58. The aforementioned occurrence was due to the negligence of the defendants, their

agents, servants and employees, in causing, suffering, permitting and allowing the aforementioned construction site to be operated in a dangerous and unsafe manner; in negligently maintaining, managing, possessing, operating, supervising and controlling the aforementioned construction site, in particular, the area of the construction site where the construction materials were hoisted and fell and where plaintiff's trailer was located; in failing to construct, equip, arrange, operate and conduct the operations at the construction site so as to provide reasonable and adequate protection for the safety of the plaintiff; in maintaining the construction site in a dangerous, defective, hazardous and unsafe condition; in failing to properly supervise the construction site; in failing to do routine inspections of the construction site; in failing to inspect and/or do routine inspections of the sling; in failing to warn or apprise persons working on and around the site that it was in a dangerous, hazardous, unsafe and improper condition; in failing to rectify, abate or alleviate the aforesaid dangerous, defective, hazardous and unsafe condition; in causing, permitting and allowing unsafe hoisting conditions; in providing and using a defective, weak and worn sling which was dangerous, hazardous, inadequate and unsafe for the foreseeable use for which it was provided; in causing, permitting and allowing a dangerous, hazardous and unsafe condition in using an old, damaged, worn and/or frayed sling to be used despite actual and/or constructive notice thereof; in failing to rectify the dangerous and hazardous condition despite notice thereof; in failing to provide proper and safe equipment, including a sling; in failing to have safety devices which would prevent construction materials from falling on plaintiff and other workers; in failing to properly supervise the hoisting operations and the use of the sling; in failing to properly train, instruct and supervise the crane operator(s) hoisting the sling in the use of the crane and sling and in the selection, inspection, cautions to personnel,

effects of the environment and rigging practices with respect to the crane and sling; in failing to properly, adequately and safely use, rig, load, inspect, maintain, repair and remove the sling; in failing to properly and adequately train, instruct, teach and supervise the crane operator(s) how to safely use, rig, load, inspect, maintain, repair and remove the sling; in negligently and carelessly loading the sling; in negligently and carelessly using a sling that was not safe and adequate for its purposes and posed a danger to the safety of plaintiff and others; in failing and omitting to provide the plaintiff with a safe and proper place to work; in directing the plaintiff to work in an area that was dangerous and hazardous in that active hoisting was taking place above plaintiff; in causing, permitting and allowing said area to become and remain in a dangerous, defective, hazardous and unsafe condition; in causing, permitting and allowing the trailer in which plaintiff was working to be placed on top of a sidewalk shed and beneath active hoisting of construction materials; in failing to place the plaintiff's trailer in a safe location to provide safety to the plaintiff; in failing to provide reasonable and adequate protection for the lives, health and safety of the plaintiff; and in otherwise being careless and negligent. The plaintiff will also rely on the doctrine of Res Ipsa Loquitur.

59. By reason of the foregoing, the plaintiff, ROBERT WOO, sustained severe injuries to his head, limbs and body, including, but not limited to, severe and permanent spinal cord injury, severe damage to the thoracic spinal cord, paraplegia, fractured sternum and ribs, pneumothorax, permanent nerve damage, a severe shock to his nervous system, certain internal injuries, and has been caused to suffer severe physical pain and mental anguish as a result thereof, and upon information and belief, some or all of these injuries are of a permanent and lasting nature; that the plaintiff has been caused to be confined to hospital, bed and home as a

result thereof; that the plaintiff has been caused to expend or has become obligated to expend certain sums of money for medical expenses and medicines; and has been caused to abstain from the duties of his vocation.

60. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

61. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including, but not limited to 1602(7) and 1602(8) on the ground that defendants acted with reckless disregard for the safety of others.

AS AND FOR A SECOND CAUSE OF ACTION  
ON BEHALF OF THE PLAINTIFF, ROBERT WOO

62. The plaintiff, ROBERT WOO, repeats, reiterates and realleges each and every paragraph of this Complaint marked and designated "1" through "61", inclusive, with the same force and effect as if hereinafter set forth more fully at length herein.

63. The foregoing occurrence constituted a breach and violation by the defendants of sections 200, 240 and 241(6) of New York's Labor Law and in violating the applicable provisions of the Industrial Code and the rules and regulations promulgated thereunder, including, but not limited to sections 23-1.5(c)(1); 23-1.5(c)(2); 23-1.5(c)(3); 23-1.7; 23-8.1(a); 23-8.1(e)(1); 23-8.1(e)(3); 23-8.1(f)(1)(ii); 23-8.1(f)(1)(iii); 23-8.1(f)(1)(iv); 23-8.1(f)(1)(v); 23-8.1(f)(ii)(6); 23-8.2(c)(1); 23-8.2(c)(2); 23-8.2(c)(3); 23-8.2(d)(2).

64. By reason of the foregoing, the defendants are absolutely and strictly liable to plaintiff, ROBERT WOO.

65. By reason of the foregoing, the plaintiff, ROBERT WOO, sustained severe



injuries to his head, limbs and body, including, but not limited to, severe and permanent spinal cord injury, severe damage to the thoracic spinal cord, paraplegia, fractured sternum and ribs, pneumothorax, permanent nerve damage, a severe shock to his nervous system, certain internal injuries, and has been caused to suffer severe physical pain and mental anguish as a result thereof, and upon information and belief, some or all of these injuries are of a permanent and lasting nature; that the plaintiff has been caused to be confined to hospital, bed and home as a result thereof; that the plaintiff has been caused to expend or has become obligated to expend certain sums of money for medical expenses and medicines; and has been caused to abstain from the duties of his vocation.

66. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

67. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including, but not limited to 1602(7) and 1602(8) on the ground that defendants acted with reckless disregard for the safety of others.

AS AND FOR A THIRD CAUSE OF ACTION  
ON BEHALF OF THE PLAINTIFF, MELISSA MARK

68. The plaintiff, MELISSA MARK, repeats, reiterates and realleges each and every paragraph of this Complaint marked and designated "1" through "67", inclusive, with the same force and effect as if hereinafter set forth more fully at length herein.

69. That prior to the commencement of this action, and on the date of this occurrence, the plaintiff, MELISSA MARK, was and still is the wife of the plaintiff, ROBERT WOO.

70. By reason of the foregoing, the plaintiff, MELISSA MARK, the wife of plaintiff, ROBERT WOO, has been deprived of the aid, companionship, company, society, comfort and

services of her husband, and has suffered loss of consortium, having been deprived of the rights and interests which have accrued by reason of her said marriage and the continuation of said marital relationship, including those of conjugal fellowship, sexual fulfillment, support, aid, companionship, company, society, affection, comfort, services and cooperation.

71. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

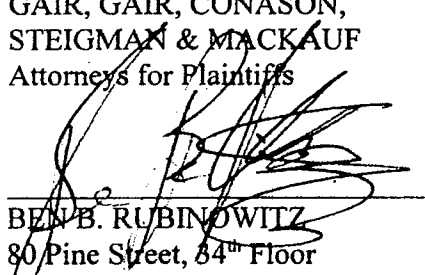
72. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including, but not limited to 1602(7) on the ground that defendants acted with reckless disregard for the safety of others.

WHEREFORE, the plaintiffs demand judgment against the defendants in the first, second and third causes of action, together with the interest, costs and disbursements of this action.

Dated: New York, New York  
September 12, 2008

Yours etc.,

GAIR, GAIR, CONASON,  
STEIGMAN & MACKAUF  
Attorneys for Plaintiffs



BEN B. RUBINOWITZ  
80 Pine Street, 84<sup>th</sup> Floor  
New York, New York 10005  
(212) 943-1090

VERIFICATION

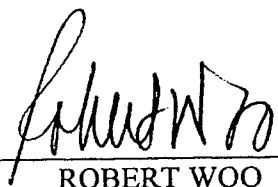
STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )     ss.:

ROBERT WOO, being duly sworn, deposes and says:

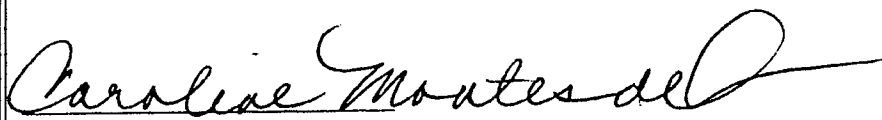
I am the plaintiff in the within action; I have read the foregoing:

VERIFIED COMPLAINT

and know the contents thereof; that the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.

  
\_\_\_\_\_  
ROBERT WOO

Sworn to before me this  
16<sup>th</sup> day of September, 2008

  
\_\_\_\_\_  
Notary Public

CAROLINE MONTESDEOCA  
Notary Public, State of New York  
No. 01MO6005323  
Certificate Filed in Queens County  
Commission Expires April 13, 2010

## **EXHIBIT B**

In the Matter of the Claim of

**WILBERT ROCCO**

**NOTICE OF CLAIM**

Claimant,

-against-

**BATTERY PARK CITY AUTHORITY,**

Respondents.

TO: **BATTERY PARK CITY AUTHORITY**  
1 World Financial Center  
New York, New York 10007

PLEASE TAKE NOTICE, that demand is made for the claimant herein against **BATTERY PARK CITY AUTHORITY** as follows:

1. **CLAIMANTS:** **ATTORNEYS:**

**WILBERT ROCCO**  
26 Duke Street  
Kearny, NJ 07032

**GINARTE, O'DWYER, GONZALEZ & WINOGRAD, LLP.**  
225 Broadway, 13<sup>th</sup> Floor  
New York, New York 10007  
(212) 601-9700

2. **THE NATURE OF CLAIM:**

Action for personal injuries and permanent loss of health, disability, hospital and medical and related-expenses, pain and suffering and loss of enjoyment of living of the claimant, **WILBERT ROCCO**, resulting from the negligence, carelessness and recklessness of **BATTERY PARK CITY AUTHORITY**, through its agents, servants, employees, contractors, managers and/or licenses in the ownership maintenance, operation and control of the premises described herein below.

3. **THE TIME WHEN, THE PLACE WHERE AND THE MANNER IN WHICH THE CLAIM AROSE:**

In summary, the accident occurred on December 14, 2007 at the construction site located at 200 Murray Street, in the City, State and County of New York, while the plaintiff, **WILBERT ROCCO**, was at the aforesaid premises when he was operating trailer carrying seventeen tons of steel studs on the back of the flat bed trailer. The seventeen ton load was removed by a crane when

the straps broke and the seventeen tons fell on the flat bed of the trailer violently tossing the plaintiff, **WILBERT ROCCO** inside of the cab of the trailer.

4. **THE INJURIES AND DAMAGES CLAIMED:**

The claimant, **WILBERT ROCCO**, sustained severe back injuries including undergoing three surgical procedures, the third procedure to fuse his spinal column, ongoing expenses for hospital and medical expenses; psychological injuries and loss of enjoyment of living, loss earnings and other related expenses all permanent in nature and effect.

As to the **BATTERY PARK CITY AUTHORITY** said claim and demand is hereby presented for adjustment and payment.

**PLEASE TAKE FURTHER NOTICE**, that by reason of the premises, in default of **BATTERY PARK CITY AUTHORITY** to pay to the Claimant the following sums:

**FIVE MILLION (\$5,000,000.00) DOLLARS** for personal injuries, within the time limited for compliance with this demand by the said **BATTERY PARK CITY AUTHORITY** by the statutes in such cases made and provided, Claimant intends to commence an action against **BATTERY PARK CITY AUTHORITY** to recover said sums totaling **FIVE MILLION (\$5,000,000.00) DOLLARS**, together with punitive damages as may be permitted under State and Federal Law and the costs, interests and disbursements of this action.

Dated: West Orange, New Jersey  
September 18, 2008

(SEE NEXT PAGE FOR SIGNATURE)  
**WILBERT ROCCO**

The undersigned claimants therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimants intend to commence an action to this claim.

Dated: West Orange, New Jersey  
September 18, 2008

  
WILBERT ROCCO

**GINARTE, O'DWYER GONZALEZ & WINOGRAD, LLP**  
Attorneys for Claimant(s)  
225 Broadway, 13<sup>th</sup> Floor  
New York, New York 10007  
(212) 601-9700

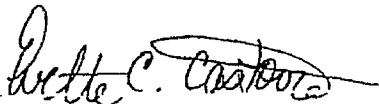
**VERIFICATION**

STATE OF NEW JERSEY    )  
  ) ss:  
COUNTY OF ESSEX        )

**WILBERT ROCCO**, being duly sworn, deposes and says that I am the claimant in the within action; that I have read the foregoing Notice of Claim and know the contents thereof; that the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters I believe it to be true.

  
WILBERT ROCCO

Sworn to me before me this  
18<sup>TH</sup> day of September 2008

  
Notary Public

EVETTE C. CASTORE  
Notary Public of New Jersey  
My Commission Expires Jan. 14, 2010

## **EXHIBIT C**



## DECLARATIONS

**Item 1.**

- (a) Name and Address of the Named Insured:

**Goldman Sachs Headquarters LLC  
85 Broad Street  
New York, NY 10004, USA**

- (b) Construction Project Site(s):

**Site 26, Battery Park City, in New York City**

**Item 2. Underlying Insurance(s):-**

- (a) "Bodily Injury", "Personal Injury", and/or "Property Damage" except where a separate amount is specifically shown in (b) below or is added by endorsement,

any one "Occurrence" without aggregate: **See Endorsement No. 1**

or annual aggregate: **See Endorsement No. 1**

- (b) "Employers Liability"

any one "Occurrence" without aggregate: **See Endorsement No. 1**

**Item 3. Self Insured Retention in respect of each "Occurrence":- USD 500,000**

**Item 4. Limits of Liability:**

- a) Limit in respect of each "Occurrence" which is always subject to b) below:- **USD 25,000,000**

- b) Aggregate limit separately in respect of:

(i) "Products Liability" and "Completed Operations Liability" combined:- **USD 25,000,000**

(ii) All other coverages combined: **USD 25,000,000**

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Item 5. Policy Period in respect of the "Construction Project Site": -

- a) Inception date: **28<sup>th</sup> November, 2005**
- b) Expiry date of construction **28<sup>th</sup> November, 2010**
- c) "Products Liability" and "Completed Operations Liability" combined Period: **60 Months**

Item 6. Currency:-

Premiums and Indemnity payments: **United States Dollars**

Item 7. Premium:-

- a) Minimum and Deposit **USD 3,362,500 (100%)**
- b) Payable on (dates):- **28<sup>th</sup> November, 2005**

Item 8. Payment of Premium to: -

**Marsh USA Inc.  
1166 Avenue of the Americas  
New York, NY 10036-2774, USA**

Item 9. Indemnity Payments to:-

**Goldman Sachs Headquarters LLC  
85 Broad Street  
New York, NY 10004, USA**

Item 10. Service of Suit:-

**Mendes & Mount LLP  
750 Seventh Avenue, New York, 10019-6829, USA and/or  
their nominees**

Item 11. Notice of Occurrence:-

**Marsh USA Inc.  
1166 Avenue of the Americas  
New York, NY 10036-2774, USA**

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ATTACHING TO AND FORMING PART OF POLICY NO. 509/DL455805

ENDORSEMENT NO. 1

**UNDERLYING INSURANCES**

Item 2 of the Declarations shall read as follows:

Item 2. Underlying Insurance(s):-

- (a) "Bodily Injury", "Personal Injury", and/or "Property Damage" except where a separate amount is specifically shown in (b) below or is added by endorsement,

any one "Occurrence": **USD 2,000,000**

aggregate for "Products Liability" and  
"Completed Operations Liability"  
Combined: **USD 4,000,000**

annual aggregate for all other coverages  
combined: **USD 4,000,000**

- (b) "Employers Liability"

"Bodily Injury"/Each Accident: **USD 1,000,000**

"Bodily Injury"/Disease each employee: **USD 1,000,000**

"Bodily Injury"/Disease in the aggregate: **USD 1,000,000**

All other terms of this Policy otherwise remain unchanged.

M 15 37

## **EXHIBIT D**

Policy No. GL 161-70-91  
 Renewal of No. 1790587



**AMERICAN INTERNATIONAL COMPANIES®**

70 Pine Street, New York, NY 10270  
 (212) 770-7000

Coverage is provided by  
**ILLINOIS NATIONAL INSURANCE CO**  
 (a capital stock company)

## COMMERCIAL GENERAL LIABILITY DECLARATIONS

### NAMED INSURED & MAILING ADDRESS

GOLDMAN SACHS & CO. INC  
 85 BROAD ST  
 NEW YORK, NY 10004

### PRODUCER'S NAME & MAILING ADDRESS

MARSH USA, INC.  
 1166 AVENUE OF THE AMERICAS  
 NEW YORK, NY 10036-3712

**POLICY PERIOD:** From 11/28/2007 to 11/28/2008 at 12:01 A.M. Standard Time at your mailing address shown above.

### FORM OF BUSINESS:

☒ CORPORATION ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☐ INDIVIDUAL ☐ OTHER

**BUSINESS DESCRIPTION:** WRAP-UP/CONSTRUCTION

**LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:** ON FILE WITH COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**POLICY PREMIUM:\*** \$4,295,141

**PREMIUM SHOWN IS PAYABLE:** \$1,073,786 at inception.

\*This policy is subject to annual audit.

**Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002:**  
 \$57,609 Included In Policy Premium

**SCHEDULE OF STATE TAXES, FEES AND SURCHARGES, IF APPLICABLE:\*\***

\*\*State Taxes, Fees and Surcharges shown are in addition to the above referenced Policy Premium.  
 \*\*State Taxes, Fees and Surcharges are not applicable in the state of New York.

**ENDORSEMENTS ATTACHED TO THIS POLICY:** SEE ATTACHED FORMS SCHEDULE

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS, AND ENDORSEMENTS IF ANY ISSUED TO FORM A PART THEREOF COMPLETE THE ABOVE NUMBERED POLICY.

Date Issued: 11/08/2007

**LIMITS OF INSURANCE**

EACH OCCURRENCE LIMIT	\$2,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000	Any one premise
MEDICAL EXPENSE LIMIT	\$5,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$2,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	\$4,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$4,000,000	

**RETROACTIVE DATE (CG 00 02 ONLY)**

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: **Not Applicable**  
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES.)

**CLASSIFICATION AND PREMIUM**

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Prem/Prod/comp	Ops	Prem/Prod/comp	Ops
SEE COMPOSITE RATE ENDORSEMENT						
					Total:	\$4,295,141

A = AREA  
C = TOTAL COST  
M = ADMISSIONS  
O = TOTAL OPERATING EXPENSES  
P = PAYROLL  
S = GROSS SALES  
T = OTHER  
U = UNITS (EACH)

## **EXHIBIT E**



**AIG Claim Services, Inc.®**  
**Property and Casualty Division**  
P.O. Box 2970  
Alpharetta, GA 30023-2970  
770.870.2000 / 1.800.242.2418  
770.870.2008 (Fax)

February 11, 2009

**SENT VIA FACSIMILE (212) 695-6602 AND CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Ira S. Lipsius, Esquire  
Schindel, Farmer, Lipsius, Gardnek & Rabinovich, LLP  
Attorneys at Law  
14 Penn Plaza, Ste. 500  
New York, NY 10122

**RE: Robert Woo and Melissa Mark, Plaintiffs adv. Battery Park City Authority et al**  
**Supreme Court of the State of New York, County of New York**  
**Index No.: 11263/08**

Insured:	Norbet Trucking Corporation
Date of Loss:	December 14, 2007
Claim No:	683-188069
Policy No.:	TP009896744

Mr. Lipsius:

The purpose of this letter is to advise you of our position regarding insurance coverage as it relates to the above styled lawsuit. The purpose of this letter is to advise you of our position regarding insurance coverage as it relates to the claims filed by Robert Woo and Melissa Marks against Battery Park City Authority, Goldman Sachs Headquarters, LLC, Tishman Construction Corporation of New York, DCM Erectors, Inc., Component Assembly Systems, Inc., Total Safety Consulting, LLC and Regional Scaffolding & Hoisting Co., Inc. This is to inform you that under the terms of the insurance policy referred to above, there is no coverage for Component Assembly Systems, Inc. (hereinafter "CAS") or DCM Erectors, Inc. (hereinafter "DCM") or for that matter any other party currently named as a defendant in the Woo matter.

AIG Claim Services, Inc. is the authorized representative for the Insurance Company of the State of Pennsylvania, (hereafter referred to as "The Company"), who issued a Trucker's Liability insurance policy to Norbet Trucking Corporation (hereinafter referred to as "Norbet"), under policy number TP9896744 01, with effective dates of March 31, 2007 to March 31, 2008 (hereafter referred to as "the policy").

In considering your request for coverage, we have carefully reviewed the insurance policy referenced above, as well as the allegations asserted in the Woo matter. No other policies were considered. If you assert a right to coverage under another policy issued by The Company or other member companies of American International Group, Inc., please submit notice pursuant to the notice provisions contained in that policy or direct such notice to the undersigned and I shall forward it to the proper claims handling unit for response.

The basis for our coverage determination is set forth below.



Ira S. Lipsius, Esq.  
Schindel, Farmer, Lipsius, Gardnek & Rabinovich, LLP  
Page 2

### The Insurance Policy

Please refer to Section II – Liability Coverage of the policy, which addresses the Insurance Agreement relating to Bodily Injury and Property Damages Liability, and specifies Who Is An Insured, which provides in pertinent part as follows:

- A. Coverage
- We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property Damage” to which this insurance applies, caused by an “accident” and resulting from the ownership, maintenance use of a covered “auto”... We have the right and duty to defend any “insured” against a “suit” asking for such damages or a “covered pollution cost or expense”. However, we have no duty to defend any “insured” against a “suit” seeking damages for “bodily injury” or “property damage” or a “covered pollution cost or expense” to which this insurance does not apply...Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.
1. Who Is An Insured
- The following are “insureds”:
- a. You for any covered “auto”;
  - b. Anyone else while using with your permission a covered “auto” you own, hire or borrow except:
    - (1) The owner or anyone else from whom you hire or borrow a covered “private passenger type auto”.
    - (2) Your “employee” or agent if the covered “auto” is a “private passenger type auto” and is owned by that “employee” or agent or a member of his or her household.
    - (3) Someone using a covered “auto” while he or she is working in a business of selling, servicing, repairing, parking or storing “autos” unless that business is yours.
    - (4) Anyone other than your “employees”, partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their “employees”, while moving property to or from a covered “auto”.
    - (5) A partner of yours for a covered “private passenger type auto” owned by him or her or a member of his or her household.
  - ...  
d. The owner or anyone else from whom you hire or borrow a covered “auto” that is not a “trailer” while the covered “auto”:
    - (1) Is being used exclusively in your business as a “trucker”; and
    - (2) Is being used pursuant to operating rights granted to you by a public authority.
  - e. Anyone liable for the conduct of an “insured” described above but only to the extent of that liability.

### The Insurance Company’s Position

The above insuring agreement clearly limits the coverage provided by the policy to persons or entities who qualify as an insured on the policy. Neither CAS or DCM are insureds under the policy. The policy therefore

Ira S. Lipsius, Esq.  
Schindel, Farmer, Lipsius, Gardnek & Rabinovich, LLP  
Page 3

provides no coverage to CAS or DCM for the claims asserted in the Woo matter, and the Company hereby disclaims coverage to CAS and DCM under the policy.

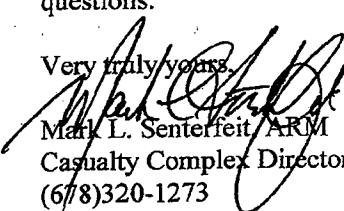
Based upon the information presented, and the policy terms and provisions, we must disclaim coverage for the claims presented. This letter is not intended to be exhaustive or exclusive, but under the circumstances and facts as outlined in this letter, and in light of the various definitions, exclusions and conditions contained within the policy, we must respectfully advise you that AIGCS on behalf of the Company will not provide either CAS or DCM with a defense with regard to lawsuit filed by Robert Woo and Melissa Mark. The Company also will not indemnify either CAS or DCM for any settlement, verdict or judgment that may result from this lawsuit.

Should you have any additional information that you feel would either cause us to change our position or would assist us in our determination, we ask that you advise us as soon as possible. Also, if any additional developments occur, or if you are in receipt of any other information, which leads you to conclude that our disclaimer of coverage is invalid, incorrect, or improper, then please contact me immediately. If you are served with any additional demands or amended complaints or pleadings, please forward them to us immediately, since they could change our analysis of coverage.

Unless we hear from you to the contrary, we will be taking no further action on this claim.

Thank you for your cooperation in this matter. Please feel free to contact me at anytime should you have any questions.

Very truly yours,

  
Mark L. Senterfeit, ARM  
Casualty Complex Director  
(678)320-1273

## **EXHIBIT F**

## Commercial Umbrella

## Renewal Declaration

POLICY NUMBER  
L 2077971186COVERAGE PROVIDED BY  
CONTINENTAL CASUALTY COMPANY  
333 S. WABASH  
CHICAGO, IL. 60604FROM - POLICY PERIOD - TO  
03/31/2007 07/01/2008INSURED NAME AND ADDRESS  
WARE INDUSTRIES, INC.  
C/O MARTINO WARE, 400 METUCHEN ROAD  
SOUTH PLAINFIELD, NJ 07080AGENCY NUMBER  
012378AGENCY NAME AND ADDRESS  
COMMERCE INSURANCE SERVICES, INC.  
1701 ROUTE 70 E.  
P O BOX 2060  
CHERRY HILL, NJ 08034  
Phone Number: (856)489-7000BRANCH NUMBER  
190BRANCH NAME AND ADDRESS  
NEW JERSEY BRANCH  
4 CENTURY DRIVE STE. 202  
PARSIPPANY, NJ 07054  
Phone Number: (973)540-3600

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Corporation.

Your policy is composed of this Declarations, with the attached Coverage Forms, and Endorsements if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

## POLICY TERM PREMIUM

Premium Basis	Estimated Exposure	Rate	Estimated Advance Premium
Flat Charge			\$418,503

Minimum Premium:	\$0	Policy Term	Total Advance Premium:	\$418,503.00
	New Jersey Surcharge			\$7,323.80
	Total Policy Charges			\$425,826.80

INSURED

Page 1 of 4

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POLICY NUMBER  
L 2077971186

WARE INDUSTRIES, INC.  
C/O MARINO WARE, 400 METUCHEN ROAD  
SOUTH PLAINFIELD, NJ 07080

Your Premium includes the following amount for  
Certified Acts of Terrorism Coverage

\$4,185.00

Audit Period is Not Auditable

INSURED

Page 2 of 4

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WARE INDUSTRIES, INC.  
C/O MARINO WARE, 400 METUCHEN ROAD  
SOUTH PLAINFIELD, NJ 07080

**POLICY LIMITS OF INSURANCE**

Each Incident: \$25,000,000 Aggregate: \$25,000,000

**RETAINED LIMIT**

Retained Limit: \$10,000

**SCHEDULE OF UNDERLYING INSURANCE**

Underlying Insurer Policy Number Policy Period	Underlying Insurance	Coverages	Limits of Insurance
Hartford Fire Insurance  13EC50A8254  Eff: 03/31/2007 to 03/31/2008	General Liability	Each Occurrence Limit  General Aggregate Limit Doesn't apply per location Doesn't apply per project  Products/Completed Operations Aggregate Limit  Personal and Advertising Injury Liability Limit	\$1,000,000  \$2,000,000  \$2,000,000  \$1,000,000
Insurance Co of the State of PA  TP9896438  Eff: 03/31/2007 to 03/31/2008	Automobile Liability	Combined Bodily Injury and Property Damage Liability: Each Accident Limit -----or----- Bodily Injury Liability: Each Person Limit Each Accident Limit  Property Damage Liability: Each Accident Limit	\$1,000,000  \$ \$  \$
New Jersey Manufacturers  W22723104  Eff: 07/01/2006 to 07/01/2007	Employers Liability	Bodily Injury By Accident: Each Accident Limit  Bodily Injury By Disease: Each Employee Limit Policy Limit	\$1,000,000  \$1,000,000 \$1,000,000
Insurance Co of the State of PA  TGA2714899  Eff: 03/31/2007 to 03/31/2008	Garage Liability	Each Accident Aggregate Limit	\$1,000,000 \$1,000,000 \$ \$

WARE INDUSTRIES, INC.  
C/O MARINO WARE, 400 METUCHEN ROAD  
SOUTH PLAINFIELD, NJ 07080

**FORMS AND ENDORSEMENTS SCHEDULE**

Form Number		Form Title
G56015B	11/1991	Blank Text Commercial Umbrella
G56015B	11/1991	ENDORSEMENT #G16S43A AMENDMENT
G56015B	11/1991	POLICY PERIOD AMENDMENT
G56015B	11/1991	Insured List
G56015B	11/1991	Additional Underlying Schedule
G133136B	07/2005	Bridge Endorsement
G140429A	10/2001	Aircraft Products and Grounding Exclusion
G147157B29	07/2005	New Jersey Amendatory Endorsement
G15057C	06/2005	Commercial Umbrella Plus Coverage Part
G16377B	11/1991	Total Pollution Exclusion Endorsement
G16543A	01/1991	Prof Services Errors and Omissions Exclusion
G17016A	09/1991	Mandatory Endorsement - Aggregate Limits - NJ
IL0017	11/1998	Common Policy Conditions
IL0208	12/2005	New Jersey Changes - Cancellation And Nonrenewal

**\*\*\* PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY \*\*\***

Form Number		Form Title
G144233C	01/2005	Notice - Offer of Terrorism Disclosure of Premium
G145041A	05/2003	IMP INF Economic And Trade Sanctions Condition
G18615H	10/2005	Important Information-New Jersey Policyholders
G300216A	11/2005	Important Information

  
Chairman of the Board

\_\_\_\_\_  
Countersignature

  
Secretary

POLICY NUMBER  
L 2077971186

INSURED NAME AND ADDRESS  
WARE INDUSTRIES, INC.  
C/O MARINO WARE, 400 METUCHEN ROAD

SOUTH PLAINFIELD, NJ 07080

POLICY CHANGES  
Insured List

This Change Endorsement changes the Policy. Please read it carefully.  
This Change Endorsement is a part of your Policy and takes effect on the  
effective date of your Policy, unless another effective date is shown.

AMERICAN STRIP STEEL INC  
MARINO WARE A DIVISION OF WARE INDUSTRIES INC  
WARE URBAN RENEWAL CORP  
HARRIS STEEL INTERNATIONAL INC  
AMSTRIP LTD  
AMERICAN INTERSTATE CORP SUNSHINE TOWERS INC  
DAVID GRAHAM CO dba GRAHAM TRANSPORT  
DEVON TRANSPORT CO INC  
BLUE CHIP TRANSIT INC  
INTERNATIONAL PRECISION PRODUCTS INC  
RIVERSIDE METALS AND PROCESSING  
SHAYNE REALTY  
NASSAU TERMINAL CORPORATION  
WARE INDUSTRIES OF DELAWARE INC  
D S REALTY INC  
EASTMED CORPORATION  
NEWARK SHEARING CORP  
N & B REALTY LLC  
DELANCO REALTY LLC  
DUDLEY INC  
AMERICAN STRIP STEEL INC PROFIT SHARING TRUST  
AMERICAN STRIP STEEL FLEXIBLE SPENDING PLAN  
WARE INDUSTRIES LOCAL 8228 PENSION PLAN  
NORRBT TRUCKING INC  
NTC LOGISTICS LLC  
S & A REALTY INC  
PROSTEEL LLC  
PASSAIC REALTY LLC  
S & S GREENBELT LLC  
LEROY SCHECTER FINANCIAL INSURANCE TRUST  
NORMAN SCHECTERS ASSET TRUST  
ALANA REALTY LLC  
SLSC REALTY LP  
AMERICAN STRIP STEEL A DIVISION OF  
WARE INDUSTRIES INC  
LEROY & SOSHANA SCHECTER  
LEROY & RENEE SCHECTER TRUSTEES  
DAVID CAL SEMEL & BETH SEMEL  
NORMAN SCHECTER  
DDAS ENTERPRISES LLC  
MARINO WARE DESIGN GROUP LLC  
LEROY SCHECTER FOUNDATION

  
Chairman of the Board

  
Secretary

G-56015-B (ED. 11/91)

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POLICY NUMBER  
L 2077971186

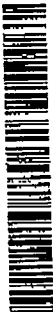
INSURED NAME AND ADDRESS  
WARE INDUSTRIES, INC.  
C/O MARINO WARE, 400 METUCHEN ROAD

SOUTH PLAINFIELD, NJ 07080

POLICY CHANGES  
Insured List

This Change Endorsement changes the Policy. Please read it carefully.  
This Change Endorsement is a part of your Policy and takes effect on the  
effective date of your Policy, unless another effective date is shown.

THE SCHECTER FAMILY FOUNDATION  
THE CARLETON & BETH SEMEL SURVIVOR TRUST  
L & L INDIAN CREEK PROPERTIES LLC  
DAMI ENTERPRISES LLC  
CANDI PROPERTIES LLC  
DAVE REALTY LLC



*Jonathan Kantrow*  
Chairman of the Board

*Jonathan Kantrow*  
Secretary

Q-56015-B (ED. 11/91)

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## **EXHIBIT G**

This SPECIAL MULTI-FLEX POLICY is provided by the insurance company(s) of The Hartford Insurance Group, shown below.

## COMMON POLICY DECLARATIONS



POLICY NUMBER: 10 UEN TE3521 DB

Named Insured and Mailing Address:  
(No., Street, Town, State, Zip Code)

DCM ERECTORS, INC.  
SEE IH1200  
110 EAST 42ND STREET, STE. 1710  
NEW YORK, NY 10017  
(NEW YORK COUNTY)

Policy Period:

From 02/23/07 To 02/23/08

12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium: \$32,183.00

### Coverage Part and Insurance Company Summary

#### Advance Premium

COMMERCIAL AUTO  
HARTFORD FIRE INSURANCE COMPANY  
HARTFORD PLAZA  
HARTFORD, CONNECTICUT 06115

\$31,770.00

NJPLGA SURCHARGE  
PREMIUM FOR AUTOMOBILE NYMVLEF

\$398.00  
\$15.00

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 IH01150795 IL01830702 HA00250302  
IH12001185 NAMED INSURED

Agent/Broker Name: HARTAN BROKERAGE, INC

This policy has been countersigned by our Authorized Representative.

Countersigned by

*Francis P. Hunt*  
Authorized Representative

04/09/07

Date

ORIGINAL  
Form HM 00 22 02 95

01508

\*3500210TE35210101

**COMMERCIAL AUTOMOBILE  
COVERAGE PART - DECLARATIONS  
BUSINESS AUTO COVERAGE FORM**



**POLICY NUMBER:** 10 UEN TE3521

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

**ITEM ONE - NAMED INSURED AND ADDRESS**

The Named Insured is stated on the Common Policy Declarations.

**ADVANCE PREMIUM:** \$ 50,552.00

**AUDIT PERIOD:**

**SUPPLEMENTARY UNINSURED MOTORISTS COVERAGE (SUM)**  
THE MAXIMUM AMOUNT PAYABLE UNDER SUM COVERAGE SHALL BE THE POLICY'S SUM LIMITS REDUCED AND THUS OFFSET BY MOTOR VEHICLE BODILY INJURY LIABILITY INSURANCE POLICY OR BOND PAYMENTS RECEIVED FROM, OR ON BEHALF OF, ANY NEGLIGENT PARTY INVOLVED IN THE ACCIDENT, AS SPECIFIED IN THE SUM ENDORSEMENT.

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HA00040302	HA00340200	HA00120200T	CA00011001	HA21020692
CA22300306	CA22320702	CA22330702	CA22600492	HA22070800
CA99030797	CA21140306	CA31071198	CA20011001	CA01880399
CA02250699	CA99100902	CA99231293	CA99441293	HA00241290
HA01060403	HA01080300	HA20070200	HA99081290	HA99160302
HA99170902				

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\*3500210TE35210101



**COMMERCIAL AUTOMOBILE  
COVERAGE PART - DECLARATIONS  
BUSINESS AUTO COVERAGE FORM (Continued)**

**POLICY NUMBER: 10 UEN TE3521**

**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

<b>Coverages</b>	<b>Covered Autos</b>	<b>Limit The Most We Will Pay for Any One Accident or Loss</b>	<b>Advance Premium</b>
LIABILITY	01	\$ 1,000,000	\$ 36,025.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	05	Separately stated in each Personal Injury Protection Endorsement.	\$ 1,277.00
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)	05	Separately stated in each Added Personal Injury Protection Endorsement.	\$ 154.00
OPTIONAL BASIC ECONOMIC LOSS (New York only)	05	\$25,000 each eligible injured person.	\$ 49.00
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
AUTO MEDICAL PAYMENTS	02	\$ or the limit separately stated for each "auto" in ITEM THREE.	\$ 1,184.00
UNINSURED MOTORISTS	06	\$ SEE FORM HA2102 OR STATE FORM(S)	\$ 1,151.00
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)		\$	
SUPPLEMENTARY UNINSURED MOTORISTS (NEW YORK ONLY)	06	\$1,000,000 EACH 'ACCIDENT'	\$ 786.00

**COMMERCIAL AUTOMOBILE  
COVERAGE PART - DECLARATIONS  
BUSINESS AUTO COVERAGE FORM (Continued)**

**POLICY NUMBER: 10 UEN TE3521**

**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)**

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 1,814.00
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 7,246.00
TOWING AND LABOR	07	\$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	\$ 105.00
Endorsement Premium (Not included above)			\$ 641.00
TOTAL ADVANCE PREMIUM:			\$ 50,552.00

00593

\*3500210TE35210101



**COMMERCIAL AUTOMOBILE  
COVERAGE PART - DECLARATIONS  
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 10 UEN TE3521

**ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN**

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.  
FORM HA0012 ATTACHED

**ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS**

**LIABILITY COVERAGE**

**RATING BASIS IS COST OF HIRE.** Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire IF ANY	Rate Per Each \$100 Cost of Hire	Advance Premium
		3.097	\$ .82.00 MP

**TOTAL ADVANCE PREMIUM:** \$ .82.00 MP

**ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY**

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	25	\$ 130.00
Social Service Agency	Number of Employees Number of Volunteers		

**TOTAL ADVANCE PREMIUM:** \$ 130.00 MP

## **EXHIBIT H**





January 21, 2008

**CERTIFIED MAIL R.R.R.**

DCM Erectors, Inc.  
110 East 42<sup>nd</sup> Street, Suite 1710  
New York, New York 10017  
Attn: Nancy Wickham

RECEIVED

JAN 23 2008

ALLIED NORTH AMERICA

Re: Insured: DCM Erectors, Inc.  
Claim Number: CA0007599368  
Claimants: Robert Woo  
Date of Loss: 12/14/2007

Dear Ms. Wickham:

We are in receipt and have been placed on notice of the above potential bodily injury claim, which has been reported to us pursuant to policy number 10 UEN TE3521, effective 02/23/07 – 02/23/08, issued to DCM Erectors, Inc. through Hartford Fire Insurance Company ("The Hartford").

This potential bodily injury claim involves serious injuries sustained by claimant Robert Woo, who was injured when a load from an overhead crane was accidentally dropped onto an office trailer. This accident occurred at the Goldman Sachs construction project, located at 200 Murray Street, New York, New York, on the above loss date.

Pursuant to our review of this matter, we must respectfully decline your request for defense and indemnification under the aforementioned Hartford policy, as this is a Business Auto Liability Policy, and the accident did not involve "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The Hartford policy cited above contains **Business Auto Coverage Form CA 00 01 10 01**, which contains the following insuring agreement, conditions and definitions:

Northeast Commercial Auto & Liability  
Claim Center  
One Hollow Lane, Suite 301 3rd Fl.  
Lake Success, NY 11042  
Toll Free 888 625 2652  
Facsimile 516 365 3978

01-23-2008 0497

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The Hartford  
January 21, 2008

**"SECTION II - LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto"... "

...

**"B. Exclusions,**

This insurance does not apply to any of the following:

...

**9. Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

**"SECTION V - DEFINITIONS**

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semi-trailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

...

K. "Mobile equipment" means any of the following type of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;

01-23-2008 04:00

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The Hartford  
January 21, 2008

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

...

L. "Property damage" means damage to or loss of use of tangible property."

The aforementioned accident occurred on December 14, 2007, at the Goldman Sachs construction project at 200 Murray Street, New York, New York, when a tower crane leased to DCM Erectors, Inc. accidentally dropped a load of material from over 25 stories high, which crashed down onto construction trailers on the ground. As a result, the claimant, Robert Woo, was seriously injured.

01-23-2008 0500

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January 21, 2008

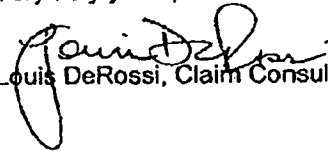
The aforementioned Hartford policy is a Business Automobile policy, and, pursuant to the terms, conditions and definitions in the policy, this accident did not arise out of the ownership, maintenance or use of a covered "auto", as defined in the policy.

For the reasons set forth above, The Hartford has no duty to defend or indemnify DCM Erectors, Inc. in this matter, and will take no further action.

The grounds for declination of coverage asserted herein are set out to inform you of The Hartford's coverage position. The specific enumeration of the policy provisions set forth above is not intended by The Hartford as a waiver of any other policy defenses. The Hartford expressly reserves its right to invoke and rely on any other coverage defenses that may prove to be available under the policy or as a matter of law.

Should you have any further questions regarding the Hartford's coverage position, or additional information for consideration, please contact the undersigned at (888) 625-2652 ext. 68449.

Very truly yours,

  
Louis DeRossi, Claim Consultant

cc: Hartan Brokerage, Inc.  
33 West 60<sup>th</sup> Street, 6<sup>th</sup> floor  
New York, New York 10023

Allied North America Insurance of New York  
390 North Broadway  
Jericho, New York 11753  
Attn: Claire Bennett

Marsh USA, Inc.  
1166 Ave. of Americas, 8th floor  
New York, New York 10036  
Attn: Doug Hower

01-23-2008 0498

# **EXHIBIT I**



One Tower Square, Hartford, Connecticut 06183

BUSINESS AUTO  
 COVERAGE PART DECLARATIONS  
 Issue Date: 05-15-07 AA

ITEM ONE: Policy Number: VTJ-CAP-2396A700-TIL-07

INSURING COMPANY:  
 TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Declarations Period: From: 04-01-07 to 04-01-08 12:01 A.M. Standard  
 Time at your mailing address shown in the Common Policy Declarations.

The Commercial Automobile Coverage Part consists of these  
 Declarations and the Business Auto Coverage Form shown below.

FORM OF BUSINESS: CORPORATION

ITEM TWO:  
 A. COVERAGE AND LIMITS OF INSURANCE:

Coverage applies only to those Autos shown as Covered Autos by entry  
 of one or more Symbols from SECTION 1 - Covered Auto of the  
 BUSINESS AUTO COVERAGE FORM

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE
		The most we will pay for any one accident or loss.
LIABILITY	1	\$ 1,000,000
COMPULSORY BODILY INJURY (Massachusetts Only)	1	\$20,000 EACH PERSON \$40,000 EACH ACCIDENT
PERSONAL INJURY PROTECTION (No Fault)	5	Separately stated in each PIP endorsement minus deductible shown in ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN.
ADDED PERSONAL INJURY PROTECTION (Added No Fault)	5	Separately stated in each Added PIP endorse- ment.
PERSONAL INJURY PROTECTION (Massachusetts Only)	5	\$8,000

CA TO 01 02 07  
 PRODUCER LEVITT-FUIRST ASSOC LTD F5794

PAGE (CONTINUED)  
 OFFICE SPLONGL 061



One Tower Square, Hartford, Connecticut 06183

BUSINESS AUTO  
 COVERAGE PART 1 DECLARATIONS  
 Issue Date: 05-15-07 AA

Policy Number: VTJ-CAP-2396A700-TIL-07

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE
OPTIONAL BASIC ECONOMIC LOSS COVERAGE (New York Only)	5	\$ 25,000
AUTO MEDICAL PAYMENTS	2	\$ 5,000 EACH PERSON
UNINSURED AND UNDERINSURED MOTORISTS COVERAGE	2	SEE CA TO 30
NY SUM	2	SEE CA TO 30  The maximum amount payable under SUM coverage shall be the policy SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.
PHYSICAL DAMAGE Comprehensive Coverage	2 8	Actual Cash Value or Cost of Repair, whichever is less, minus deductible shown in ITEM THREE- SCHEDULE OF COVERED AUTOS YOU OWN for each covered Auto, but no deductible applies to loss caused by fire or lightning. SEE IL T3 02 07 86

CA TO 01 02 07  
 PRODUCER LEVITT-FUIRST ASSOC LTD F5794

PAGE (CONTINUED)  
 OFFICE SPLONGL 061



One Tower Square, Hartford, Connecticut 06183

BUSINESS AUTO  
 COVERAGE PART DECLARATIONS  
 Issue Date: 05-15-07 AA

Policy Number: VTJ-CAP-2396A700-TIL-07

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE
PHYSICAL DAMAGE Collision Coverage	2 8	Actual Cash Value or Cost of Repair, whichever is less, minus deductible shown in ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN for each covered auto. SEE IL T3 02 07 86
PHYSICAL DAMAGE TOWING AND LABOR	3	\$ 50 for each disable- ment of a private passenger "auto".

B. AUDIT PERIOD: ANNUAL

C. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS:  
 Symbols 1-9, 19: SEE BUSINESS AUTO COVERAGE FORM Section 1  
 Covered Autos

CA TO 01 02 07  
 PRODUCER LEVITT-FUIRST ASSOC LTD F5794

PAGE (CONTINUED)  
 OFFICE SPLONG 06I



## **EXHIBIT J**



**James J. McDonald**  
Liability Adjuster/Travelers  
New York City Construction  
485 Lexington Avenue, 5<sup>th</sup> Floor  
New York, NY 10017  
(917) 778-6737 (phone)  
(866) 540-9305 (fax)

**The Travelers Property Casualty Company of America**

January 5, 2009

Wiggin and Dana, LLP  
Two Liberty Place  
50 S. 16<sup>th</sup> Street, Suite 2925  
Philadelphia, PA 19102  
Attention: Joseph G. Grasso

**Certified Mail#: 7008 1140 0003 1387 9831**

Our Insured/Client: Component Assembly Systems  
Date of loss: 12/14/2007  
Our File#: B6W1083  
Claimant: Robert Woo  
Location of loss: Goldman Sachs Building

Dear Mr. Grasso:

On December 14, 2007, Mr. Woo was allegedly injured when a crane collapsed onto a trailer that he was inside of at the Goldman Sachs building at the World Financial Center in New York.

Pursuant to your request in your letter dated December 19, 2008, Travelers Property Casualty Company of America issued a Commercial Automobile Policy to Component Assembly Systems under policy number VTJ-CAP-2396A700-TIL-07. The effective dates of this policy are from April 1, 2007 to April 1, 2008.

Please allow this letter to confirm that coverage would not be afforded to the captioned claim based on the fact that neither the truck nor the trailer are owned by Component Assembly Systems. Therefore this claim would not be applicable to this insurance policy. Please be advised that Travelers will not be taking any further action in this matter and will not make any payments on behalf of Component Assembly Systems from this policy.

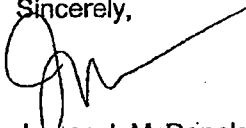
Based on our investigation, this matter is being handled under an OCIP/Wrap-up policy with New Hampshire Insurance Company under policy numbers GL157-98-08 and GL 161-70-90.

Please understand that we shall stand firm with our decision regarding this matter.

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Should you wish to discuss our position please contact the below signed adjuster.

Sincerely,



James J. McDonald  
Travelers  
New York City Construction

Cc:

Ben B. Rubinowitz  
80 Pine Street, 34<sup>th</sup> Floor  
New York, NY 10005

**Certified Mail#: 7008 1140 0003 1387 9848**

Component Assembly Systems  
620 Fifth Avenue  
Pelham, NY 10583  
Attention: Nancy Zeffiro

**Certified Mail#: 7008 1140 0003 1387 9855**

Levitt-Fuirst Assoc LTD  
1 Executive Blvd  
Suite 301B  
Yonkers, NY 10701  
Attention: Nick Grasso

**Certified Mail#: 7008 1140 0003 1387 9862**

Great American Insurance Group  
50 Parsippany Road  
Parsippany, NJ 07054  
Attention: Larry David  
Claim#: 525532486

**Certified Mail#: 7008 1140 0003 1387 9879**

**LEERSJ**  
um  
venues; 6th Floor  
0017

**CERTIFIED MAIL**



7008 1140 0003 1387 9831

Wiggin and Dana, LLP  
Two Liberty Place  
50 S. 16<sup>th</sup> Street, Suite 2925  
Philadelphia, PA 19102  
Attention: Joseph G. Grasso



UNITED STATES POSTAGE  
02 1A  
0004341020 JAN 09 2009  
MAILED FROM ZIP CODE 10017  
**\$05.32**  
PRIMEV BOWERS

19102+2544



## **EXHIBIT K**

GAI 6001 (Ed. 06 97)

Policy No. UMB 9257140 -  
 Renewal Of UMB 9251539 -

**THE PROTECTOR COMMERCIAL UMBRELLA DECLARATIONS PAGE**

**1. NAMED INSURED AND ADDRESS:**  
 COMPONENT ASSEMBLY SYSTEMS INC  
 SEE NAMED INSURED ENDT.  
 620 FIFTH AVENUE  
 PELHAM, NY 10803

**2. POLICY PERIOD:**  
 12:01 A.M. Standard Time at the  
 address of the Named Insured  
 shown at left.  
 From 04/01/2007 To 04/01/2008

IN RETURN FOR PAYMENT OF THE PREMIUM,  
 AND SUBJECT TO ALL TERMS OF THIS  
 POLICY, WE AGREE WITH YOU TO PROVIDE  
 THE INSURANCE AS STATED IN THIS  
 POLICY.

**PRODUCER'S NAME AND ADDRESS:**  
 PACIFIC PRO INTERMEDIARIES, LLC  
 275 MADISON AVENUE, SUITE 900  
 NEW YORK, NY 10016

Insurance is afforded by:

GREAT AMERICAN ASSURANCE COMPANY

<b>3. PREMIUM:</b>	Commercial Umbrella Premium	\$	220,000
	Personal Umbrella Premium	\$	
	Total Advance Premium	\$	220,000
	Service Charge	\$	
	Taxes	\$	
	Surcharge	\$	
	Total	\$	220,000

In the event of cancellation by the Named Insured, the company will receive  
 and retain no less than \$ as a policy minimum premium.

**BASIS OF PREMIUM:** Non-Auditable (X) Auditable ( )

<b>4. LIMITS OF INSURANCE:</b>	\$25,000,000	Each Occurrence
	\$25,000,000	General Aggregate (Where Applicable)
	\$25,000,000	Products-Completed Operations Aggregate

**5. SELF-INSURED RETENTION:** \$ 10,000

**6. FORMS AND ENDORSEMENTS** applicable to all Coverage Forms and made part of  
 this Policy at time of issue are listed on the attached Forms and  
 Endorsements Schedule, GAI 6013 (Ed. 06/97).

Countersigned \_\_\_\_\_ By Kind Ball  
 Date \_\_\_\_\_ Authorized Representative



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-389-5000

GAI 6013 (Ed. 06 97)

### FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or ST Date Deleted		Form Description
1.	GAI6001	06/97	NY	Commercial Umbrella Declarations
2.	GAI6002	06/97	NY	Commercial Umbrella Coverage Form
3.	GAI6003	06/97	NY	Schedule A-Sched/Underlying Policies
4.	GAI6008	06/97	NY	Schedule of U/L Policies (Supplemental)
5.	GAI6008	06/97	NY	Schedule of U/L Policies (Supplemental)
6.	GAI6011	06/97	NY	NAMED INSURED ENDT.
7.	GAI6026	06/97	NY	Cross Suits Exclusion
8.	GAI6030	06/97	NY	Care, Custody or Control Exclusion
9.	GAI6442	01/02	NY	Fungi, Mold or Spores Exclusion
10.	GAI6050	06/97	NY	Intellectual Property Exclusion
11.	GAI6135	06/97	NY	Professional Liability Exclusion
12.	GAI6011	06/97	NY	EXTERIOR INSULATION AND FINISH SYSTEMS EXC
13.	GAI6011	06/97	NY	RESIDENTIAL EXCLUSION ENDORSEMENT
14.	GAI6665	10/04	NY	Silica or Related Dust Exclusion
15.	GAI6333	06/97	NY	Exclusion - Liability Arising out of Lead
16.	GAI6827	10/04	NY	Email, Fax or Phone Exclusion
17.	GAI6142	03/99	NY	Earth Movement Exclusion
18.	GAI6339	06/97	NY	Punitive or Exemplary Damages Exclusion
19.	GAI6343	06/97	NY	Exclusion of Coverage for Specified Entiti
20.	GAI6457	12/02	NY	Exclusion of Certified Acts of Terrorism
21.	GAI6473	03/03	NY	Disclosure Pursuant to Terrorism Risk-Reje
22.	GAI6106	06/97	NY	Auto Liability - Following Form

\*If not at inception



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

GAI 6013 (Ed. 06 97)

### FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or		Form Description
		ST	Date Deleted	
1.	GAI6129	06/97	NY	Personal Injury - Following Form
2.	GAI6047	06/97	NY	Advertising Injury - Following Form
3.	GAI6434	07/99	NY	Amendment of Insuring Agreement-Known Inju
4.	GAI6153	06/97	NY	Employee Benefit Liability-Following Form
5.	GAI6113	06/97	NY	Contractual Liability - Following Form
6.	GAI6134	06/97	NY	Products-Completed Operations-Follow Form
7.	GAI6150	06/97	NY	Contractors Limitation Endorsement
8.	GAI6011	06/97	NY	AMENDMENT OF DEFINITIONS - "UNDERLYING INS
9.	GAI6428	12/98	NY	Additional Insured Limitation
10.	GAI6205	10/04	NY	New York Changes Cancellation and Nonrenew
11.	GAI6369	06/97	NY	New York Changes-Amendatory Endt.
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				

\*If not at inception





Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-389-5000

GAI 6003  
(Ed. 06 97)

### SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) TRAVELERS PROPERTY/CASUALTY CO. 5-15-2007/2008 #6KUB-3194B45-0-04 (STATE OF MASS.) AND #DTJUF963K013-4-05 4-15-2007/2008 (VARIOUS STATES)	Employers Liability COMPONENT ASSEMBLY SYSTEMS, INC. -----	Bodily Injury By Accident \$ 1,000,000 each accident Bodily Injury By Disease \$ 1,000,000 policy limit \$ 1,000,000 each employee
b) TRAVELERS PROPERTY & CASUALTY COMPANY 4-1-2007/2008 #VTJCAP2396A70-TIL	Automobile/Garage ( X ) Any Automobile ( ) Owned Automobile Only ( ) Specifically Designated Automobile ( ) Hired Automobile ( ) Non-owned Automobile ( ) Garage Liability ( )	( ) Split Limit Bodily Injury Liability \$ each person \$ each accident Property Damage Liability \$ each accident ( X ) Combined Single Limit \$ 1,000,000 each accident ( ) Garage Operations \$ Auto only each accident \$ Other than auto each accident \$ Other than auto aggregate \$
	( ) Garagekeepers Liability	\$ each location

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
c) ( )	Comprehensive General Liability including	( ) Split Limit Bodily Injury Liability
	( ) Products-Comple- ted Operation Liability	\$ each occurrence \$ aggregate
	( ) Broad Form Endorsement	Property Damage Liability
	( )	\$ each occurrence \$ aggregate
	( )	( ) Combined Single Limit
		\$ each occurrence \$ aggregate
OR	OR	OR
( X ) TRAVELERS PROPERTY & CASUALTY 4-1-2007/2008 #VTC2KC02396A693	Commercial General Liability	\$2,000,000* General Aggre- gate Limit
	( X ) Occurrence Form	\$2,000,000 Products-Com- pleted Opera- tion Aggre- gate Limit
	( ) Claims-Made Form	
*GENERAL AGGREGATE APPLIES AS "PER JOB"	( X ) DEFENSE COST OUTSIDE LIMITS	\$1,000,000 Personal and Advertising Injury Limit
Retroactive Date		\$1,000,000 Each Occurrence Limit
d) TRAVELERS PROPERTY & CASUALTY COMPANY 4-1-2007/2008 #VTC2KC02396A693	EMPLOYEE BENEFITS LIABILITY	\$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-389-5000

GAI 6008  
(Ed. 06 97)

### SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
TRAVELERS PROPERTY/ CASUALTY COMPANY 4-1-2007/2008 #DTEUB-963K292-6-04 (VARIOUS STATES) AND #6KUB-3194B51-7-04 5-15-2007/2008 (STATE OF MASS.)	EMPLOYERS LIABILITY (COMPONENT SPRAY FIREPROOFING, INC.)	\$1,000,000 EACH ACCIDENT \$1,000,000 POLICY LIMIT \$1,000,000 EACH EMPLOYEE
STATE INSURANCE FUND 6-29-2005/2006 #10515450 (STATE OF NEW YORK) AND #8068314 6-29-1999/2006	EMPLOYERS LIABILITY (COMPONENT ASSEMBLY SYSTEMS, INC.)	\$UNLIMITED EACH ACCIDENT \$UNLIMITED POLICY LIMIT \$UNLIMITED EACH EMPLOYEE
AMERICAN INTERNATIONAL GROUP 12-19-2006/2007 #WC 782-35-33 (STATE OF NEW YORK) AND #WC-74820-61 8-15-2006/2007 (STATE OF MASS.)	EMPLOYERS LIABILITY (ZAPATA CONSTRUCTION, INC.)	\$1,000,000 EACH ACCIDENT \$1,000,000 POLICY LIMIT \$1,000,000 EACH EMPLOYEE
GREAT AMERICAN INS. CO 1-16-2007/2008 #GLO5582017	COMMERCIAL GENERAL LIABILITY  (COMPONENT SPRAY FIREPROOFING, INC.)	\$2,000,000 GENERAL AGGRE- GATE LIMIT \$1,000,000 EACH OCCURRENCE
ILLINOIS UNION INS. CO 7-22-2006/2007 #G21991004002	COMM'L GENERAL LIABILITY (H1 RISE CARPENTRY, INC.)	\$2,000,000 GENERAL AGGRE- GATE LIMIT \$1,000,000 EACH OCCURRENCE
HARTFORD INS. CO. 6-11-2006/2007 #16WBJD2421	EMPLOYERS LIABILITY (H1 RISE CARPENTRY, INC.)	\$1,000,000 EACH ACCIDENT \$1,000,000 POLICY LIMIT \$1,000,000 EACH EMPLOYEE



**GAI 6008**  
(Ed. 06 97)

**SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)**

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
TRAVELERS PROPERTY/ CASUALTY COMPANY 11-4-2006/2007 #DT-650-963K1075-TIL- 03	AUTO LIABILITY  (CAPITAL INTERIORS, INC.)	\$1,000,000 CSL EACH ACCIDENT
TRAVELERS PROPERTY/ CASUALTY COMPANY 11-4-2006/2007 #DTJUB-909E472-5-03	EMPLOYERS LIABILITY (CAPITAL INTERIORS, INC.)	\$1,000,000 EACH ACCIDENT \$1,000,000 POLICY LIMIT \$1,000,000 EACH EMPLOYEE
TRAVELERS PROPERTY CASUALTY COMPANY 11-4-2006/2007 #DT-650-963K1075-TIL- 03	COMM'L GENERAL LIABILITY  (CAPITAL INTERIORS, INC.)	\$2,000,000 GENERAL AGGRE- GATE LIMIT \$1,000,000 EACH OCC. LIMIT
TRAVELERS PROPERTY & CASUALTY COMPANY 4-1-2007/2008 #DTCO 293D6479-TIL-04	COMMERCIAL GENERAL LIABILITY  (AMERICAN ACOUSTICAL CONTRACTORS, INC.)	\$2,000,000 GENERAL AGGRE- GATE LIMIT \$1,000,000 EACH OCC. LIMIT
TRAVELERS PROPERTY & CASUALTY COMPANY 4-1-2007/2008 #DAO-810-963K2871-TCT- 04	AUTO LIABILITY (AMERICAN ACOUSTICAL CONTRACTORS, INC.)	\$1,000,000 CSL EACH ACCIDENT)
TRAVELERS PROPERTY & CASUALTY COMPANY 6-1-2006/2007 #6S60UB-885X651-5-04	EMPLOYERS LIABILITY (AMERICAN ACOUSTICAL CONTRACTORS, INC.)	\$1,000,000 EACH ACCIDENT \$1,000,000 POLICY LIMIT \$1,000,000 EACH EMPLOYEE



Administrative Offices  
590 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

GAI 6011  
(Ed. 06 97)

### GENERAL ENDORSEMENT

#### NAMED INSURED

THE NAMED INSURED LISTED IN ITEM 1 OF THE DECLARATIONS IS CHANGED TO THE FOLLOWING:

COMPONENT ASSEMBLY SYSTEMS, INC.  
SCORE CARPENTRY, INC.  
BROOKFELD REALTY CORP.  
260 TRUST  
H. LEWIS RAPPAPORT  
ZAPATA CONSTRUCTION, INC.  
HI-RISE CARPENTRY CORP.  
ARMORY GARDENS REALTY TRUST  
217 PARK STREET, LLC  
COMPONENT WEST, LLC  
CAPITAL INTERIORS, INC.  
COMPONENT SPRAY FIREPROOFING, INC.  
AMERICAN ACOUSTICAL CONTRACTORS, INC.  
LIBERTY LABOR, LLC

BUT ONLY TO THE EXTENT THAT SUCH NAMED INSUREDS ARE SCHEDULED AS NAMED INSUREDS ON THE POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE POLICIES AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICIES.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

GAI 6026  
(Ed. 06/97)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CROSS SUITS EXCLUSION**

The following exclusion is added to Section IV - EXCLUSIONS:

Any liability of any "Insured" covered under this policy to any other "Insured" covered under this policy.

This endorsement does not change any other provision of the policy.

GAI 6026 (Ed. 06/97) XS

## **EXHIBIT L**

Rec'd 12-16-08



Great American Custom  
Insurance Services Division

Part of  
Great American Insurance Group

725 South Figueroa, Suite 3400  
Los Angeles, CA 90017  
www.GAmCustom.com

December 12, 2008

Mr. Joseph G. Grasso, Esq.  
Wiggin and Dana, LLP  
Two Liberty Place  
50 S. 16<sup>th</sup> Street  
Philadelphia, PA 19102

Re: Our Insured: Hi-Rise Carpentry Corp/ Component Assembly System  
Our File No: 525532486  
Umbrella Policy: UMB 9257140  
Your Client: Underwriters of Goldman Sachs Site 26 OCIP  
Claimant: Robert Woo  
Loss Date: 12/14/07

Dear Mr. Grasso:

This acknowledges your letter of December 11, 2008. Great American Assurance Company has excess coverage for Hi-Rise Carpentry Corp/Component Assembly System. Therefore the primary policy has to be exhausted before the excess policy is triggered.

Our coverage position remains the same and as the excess carrier Great American Assurance Company will not participate in the mediation set for December 17, 2008. We will be glad to review the coverage if you can provide documentation that would specifically exclude the operation giving rise to the accident under the OCIP coverage.

Very truly yours,

  
Lawrence S. David  
Claims Director







Rec'd 12-31-08

Great American Custom  
Insurance Services Division

Part of  
Great American Insurance Group

725 South Figueroa, Suite 3400  
Los Angeles, CA 90017  
www.GAmCustom.com

December 29, 2008

Mr. Joseph G. Grasso, Esq.  
Wiggin and Dana, LLP  
Two Liberty Place  
50 S. 16<sup>th</sup> Street  
Philadelphia, PA 19102

Re: Our Insured: Hi-Rise Carpentry Corp/ Component Assembly System  
Our File No: 525532486  
Umbrella Policy: UMB 9257140  
Your Client: Underwriters of Goldman Sachs Site 26 OCIP  
Claimant: Robert Woo  
Loss Date: 12/14/07

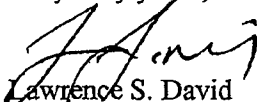
Dear Mr. Grasso:

This acknowledges your letter of December 15, 2008 advising the mediation has been postponed.

As stated in my letter of December 12, 2008, Great American Assurance Company will be glad to review the coverage if you can provide documentation that would specifically exclude the operation giving rise to the accident under the OCIP coverage. In particular, please provide a copy of the OCIP policy.

Thanks for your attention to this matter.

Very truly yours,

  
Lawrence S. David  
Claims Director



cc: Mr. Nick Grasso  
Levitt-Fuirst Associates, LTD  
1 Executive Blvd.  
Yonkers, NY 10701

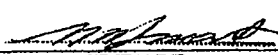
Mr. James McDonald  
Travelers Insurance Company  
485 Lexington Ave.  
New York, NY 10017

File No.: B6W1083

Ms. Nancy Zeffiro  
Hi-Rise Carpentry Corp.  
Component Assembly Systems  
620 Fifth Avenue  
Pelham, NY 10803

## **EXHIBIT M**



CERTIFICATE OF INSURANCE		December 19 <sup>th</sup> , 2007			
<b>AGENT/BROKER</b>  <b>Hugh Wood Canada Ltd.</b> 4120 Yonge Street, Suite 201 Toronto, Ontario M2P 2B8  CODE                      SUB-CODE		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW			
<b>INSURED:</b>  <b>Adamson Architects, Inc, and</b> <b>Adamson Associates, a Partnership of</b> <b>Corporations,</b> 7 World Trade Centre 11 <sup>th</sup> Floor. NEW YORK N.Y.		<b>COMPANIES AFFORDING COVERAGE</b>			
		COMPANY A LETTER <b>CONTINENTAL CASUALTY COMPANY</b>			
		COMPANY B LETTER			
		COMPANY C LETTER			
		COMPANY D LETTER			
		COMPANY E LETTER			
<b>COVERAGES</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE AND ARE IN FORCE AT THIS DATE.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE (YY/MM/DD)	LIMITS OF LIABILITY	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC1 98584611	08/01/07	STATUTORY LIMITS  Bodily Injury by Accident  Bodily Injury by Disease  Policy Injury by Disease	\$1,000,000 each accident \$1,000,000 Policy Limit \$1,000,000 each Employee
<b>WORKERS COMPENSATION – NEW YORK STATE</b>					
<b>Goldman Sachs Headquarters LLC,</b> 85 Broad Street, New York, N.Y.		SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. <b>HUGH WOOD CANADA LTD.</b>			
94103		Per  AUTHORIZED REPRESENTATIVE			

## **EXHIBIT N**

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**



**ARCH INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
3100 Broadway, Suite 511  
Kansas City, MO 64111

Administrative Address:  
One Liberty Plaza, 53rd Floor  
New York, NY 10006  
Tel: (800) 817-3252

**NEW YORK – COMMERCIAL GENERAL LIABILITY POLICY**  
**DECLARATIONS**

Policy No.: DPC 0005892 02

Renewal of: DPC 0005892 01

Effective Date: 4/15/07

Expiration Date: 10/15/08

*At 12:01 am standard time at the mailing address of the Named Insured shown below.*

**Item 1. Named Insured and Producer**

Named Insured:

DCM ERECTORS, INC.

Mailing Address:

110 EAST 42<sup>ND</sup> STREET  
SUITE 1710

NEW YORK, NEW YORK 10017-5653

Producer:

BISYS COMMERCIAL INSURANCE SERVICES, INC.

Mailing Address:

110 MARCUS BOULEVARD  
HAUPPAUGE, NEW YORK 11788

**Item 2. Named Insured Classified as**

☐ Individual

☐ Partnership

☒

Corporation

☐ Trust

☐ Joint Venture

☐ LLC

☐ LLP

☐ Other

**Item 3. Limits of Insurance**

Each Occurrence Limit

\$1,000,000

Personal and Advertising Injury Limit

\$1,000,000

Any one person or organization

Damage to Premises Rented to You Limit

\$ 50,000

Any one premises

General Aggregate Limit (Other Than  
Products – Completed Operations)

\$2,000,000

Products – Completed Operations	\$1,000,000
Aggregate Limit	

**Item 4. Policy Premium:** ~~\$470,586~~

Deposit Premium: ~~\$4,750.00~~ \$0.00

- ☐ A flat charge per each policy period  
☒ Adjustable, per the Premium Computation Endorsement

Minimum Retained Audit Premium: ~~XXXXXX~~

**Minimum Retained Premium:** Not subject to adjustment in the event of cancellation by you.

XXXXXXXXXXXXXXXXXXXX

**Item 5. Forms & Endorsements attached:**

See Schedule of Forms and Endorsements Form 00  
ML0012 00 01 03

**IN CONSIDERATION OF THE PAYMENT OF PREMIUM AND IN RELIANCE UPON STATEMENTS MADE  
IN THE APPLICATION, THIS POLICY INCLUDING ALL ENDORSEMENTS ISSUED HEREIN SHALL  
CONSTITUTE THE CONTRACT BETWEEN THE COMPANY AND THE NAMED INSURED.**



**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>INSURED:</b> DCM ERECTORS, INC.	<b>TERM:</b> 4/15/2007 to 10/15/2008
<b>POLICY NUMBER:</b> DPC 0005892 02	

<u>ENDT. NO.</u>	<u>FORM NO.</u>	<u>TITLE</u>
	05 CGL0047 33 09 06	NEW YORK - COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS
	05 ML0002 00 12 06	SIGNATURE PAGE
	00 CGL0098 00 09 06	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
1	00 ML0207 33 03 04	NEW YORK POLICY CHANGES - AMENDMENT OF CANCELLATION CONDITION
2	00 CGL0107 00 09 06	PREMIUM COMPUTATION ENDORSEMENT - DEDUCTIBLE POLICY - VERSION I
3	00 CGL0072 00 03 03	NAMED INSURED ENDORSEMENT
4	00 CGL0038 00 09 06	EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT
5	00 CGL0243 00 12 06	DESIGNATED LOCATION OR PROJECT GENERAL AGGREGATE LIMIT AND POLICY AGGREGATE LIMIT ENDORSEMENT
6	00 CGL0099 00 09 06	DEDUCTIBLE LIABILITY ENDORSEMENT
7	00 CGL0007 00 09 06	CROSS SUITS EXCLUSION ENDORSEMENT
8	00 CGL0237 00 09 06	EXTERIOR INSULATION AND FINISH SYSTEM ABSOLUTE EXCLUSION ENDORSEMENT
9	00 CGL0041 00 09 06	WRAP-UP EXCLUSION ENDORSEMENT
10	00 CGL0039 00 09 06	ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY EXCLUSION ENDORSEMENT
11	00 CGL0092 00 09 06	CHROMATED COPPER ARSENATE ("CCA") EXCLUSION ENDORSEMENT
12	00 CGL0221 00 01 06	EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM
13	00 CGL0240 00 01 07	CONDITIONAL TOTOTAL TERRORISM EXCLUSION (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
14	00 CGL0006 00 09 06	BLANKET ADDITIONAL INSURED ENDORSEMENT
15	00 CGL0121 00 09 06	WAIVER OF SUBROGATION ENDORSEMENT
16	00 CGL0130 00 09 06	OTHER INSURANCE - BROAD FORM, CGL POLICY ENDORSEMENT
17	00 CGL0102 00 09 06	NOTICE OF CLAIM OR OCCURRENCE ENDORSEMENT
18	00 CGL0062 00 09 06	KNOWLEDGE OF OCCURRENCE ENDORSEMENT
19	00 CGL0083 00 09 06	UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT
20	00 CGL0181 33 11 04	NEW YORK CHANGES ENDORSEMENT
	00 MLT0031 00 02 06	TERRORISM COVERAGE DISCLOSURE NOTICE
	00 MLT0038 00 01 07	ADDENDUM TO TERRORISM DISCLOSURE NOTICE
	00 MLC0012 00 01 07	NOTICE TO POLICYHOLDERS

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

## **EXHIBIT O**



www.archinsurance.com

One Liberty Plaza  
53rd Floor  
New York, NY 10006

212 651 6500 Telephone  
212 651 6499 Fax

January 7, 2008

**CERTIFIED MAIL / RRR**  
**ARTICLE#: 71054522644103522779**

Joseph Grasso Esq.  
Wiggin and Dana LLP  
Two Liberty Place  
50 S. 16<sup>th</sup> Street Suite 2925  
Philadelphia, PA 19102

<b>RE:</b>	<b>Arch Claim Number:</b>	<b>42913</b>
	<b>Policy Number:</b>	<b>DPC000589202</b>
	<b>Policy Period:</b>	<b>April 15, 2007 – October 15, 2008</b>
	<b>Insured:</b>	<b>DCM Erectors, Inc</b>
	<b>Date of Loss:</b>	<b>December 14, 2007</b>
	<b>Claimant:</b>	<b>Robert Woo</b>

Dear Mr. Grasso:

Arch Insurance Company ("Arch") acknowledges receipt of your correspondence dated December 11, 2008 in regards to the case captioned *Robert Woo and Melissa Mark against Battery Park City Authority, Goldman Sachs Headquarters LLC, Tishman Construction Corporation of New York, DCM Erectors Inc, Component Assembly Systems Inc, Total Safety Consulting LLC and Regional Scaffolding & Hoisting Co. Inc.*

Per our correspondence addressed to DCM Erectors on January 16, 2008, July 29, 2008 and October 31, 2008; coverage for this matter is not afforded under the Commercial General Liability Policy issued by Arch, Policy Number DPC000589202, to DCM Erectors, Inc ("DCM") for the policy period of April 15, 2007 to October 15, 2008.

It is our understanding that the accident location is a wrap-up project covered under a policy issued by AIG Insurance Company. Further, the above mentioned Arch policy contains a Wrap-up Exclusion Endorsement under which coverage is not afforded for any claim, suit, demand or loss that alleges bodily injury, property damage or personal and advertising injury that in any way, in whole or in part arises out of, relates to or results from any wrap-up, owner controlled insurance program, contractor controlled insurance program or similar rating or consolidated program.

As of today, we have not received any correspondence from DCM Erectors, Inc in response to our previously issued coverage position. Arch will not participate in any settlement negotiations involving this matter.

Please contact the undersigned at the number listed below if you wish to discuss this matter further.

Sincerely,



Magali Chang  
Claims Examiner  
Arch Insurance Group  
(646) 563-6480  
(866) 266-3630 Fax

cc: Ms. Nancy Wickham  
DCM Erectors, Inc  
110 East 42<sup>nd</sup> Street  
Suite 1710  
New York, NY 10017

Ms. Debra Rothengast  
Allied North America Insurance  
Brokerage of New York, LLC  
390 North Broadway  
Jericho, NY 11753

BISYS Commercial Insurance Services, Inc.  
110 Marcus Blvd.  
Hauppauge, NY 11788

Gair, Gair, Conason, Steigman & Mackauf  
80 Pine Street  
New York, NY 10005

## **EXHIBIT P**

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**



**ARCH INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
3100 Broadway, Suite 511  
Kansas City, MO 64111

Administrative Address:  
One Liberty Plaza, 53rd Floor  
New York, NY 10006  
Tel: (800) 817-3252

**COMMERCIAL LIABILITY UMBRELLA POLICY**

**DECLARATIONS**

POLICY NUMBER: ULP0005884-02  
EFFECTIVE DATE: 04/15/07  
EXPIRATION DATE: 10/15/08

RENEWAL OF: ULP0005884-01  
AGENT CODE:

12:01 AM STD Time at the Address of the Named Insured

**Item 1. Named Insured and Producing Agent**

Named Insured: DCM Erectors, Inc.  
Mailing Address: 110 E 42<sup>nd</sup> Street, Rm 1710  
New York, NY 10017-5653

Producing Agent: AmWINS Brokerage of New York, Inc.  
Mailing Address: Wall Street Plaza  
88 Pine Street, 6<sup>th</sup> Floor  
New York, NY 10005

**Item 2. Named Insured is classified as:**

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation ☐

**Item 3. Limits of Insurance**

(a) Each Occurrence Limit	\$10,000,000
(b) Products-Completed Operations Aggregate Limit	\$10,000,000
(c) General Aggregate Limit (Other than Products-Completed Operations)	\$10,000,000

**Item 4. Self-Insured Retention**

Each Occurrence or Offense \$10,000

**Item 5. Limits of Liability of Underlying Insurance: (See Schedule A - Schedule of Underlying Insurance)**


Item 6. **Policy Provisions, Forms and Endorsements Attached to this Policy at Inception: (See Commercial Umbrella Liability Policy Schedule Of Endorsements)**


Item 7. **Policy Premium:** ~~XXXXXX~~ (See rate)  
**Premium for Certified Acts of Terrorism:** REJECTED Premium is Flat  
**Total Premium Payable:** ~~XXXXXX~~  
Flat ☒ Auditable ☐ Minimum Premium ~~XXXXXX~~

Item 8. **Rate: FLAT**

**THESE DECLARATIONS, TOGETHER WITH COMMERCIAL UMBRELLA POLICY PROVISIONS, SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN COMPLETION OF THE ABOVE NUMBERED POLICY.**

IN WITNESS WHEREOF, The Insurer has caused this policy to be executed and attested.

  
\_\_\_\_\_  
Martin J. Nilsen  
Secretary

  
\_\_\_\_\_  
Mark D. Lyons  
President

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**



**ARCH INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
3100 Broadway, Suite 511  
Kansas City, MO 64111

Administrative Address:  
One Liberty Plaza, 53rd Floor  
New York, NY 10006  
Tel: (800) 817-3252

**COMMERCIAL LIABILITY UMBRELLA POLICY**  
**SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE**

NAMED INSURED: DCM Erectors, Inc.  
POLICY NUMBER: ULP0005884-02  
EFFECTIVE DATE: 04/15/07

EXPIRATION DATE: 10/15/08

**A. COMMERCIAL GENERAL LIABILITY**

Insurer:	Arch Insurance Group	\$1,000,000	Each Occurrence
Policy Number:	DPC000589202	\$2,000,000	General Aggregate (Per Project)
Effective Date:	02/23/07	\$10,000,000	Policy General Aggregate
Expiration Date:	02/23/08	\$1,000,000	Products Completed Operations Aggregate

**EMPLOYEE BENEFITS LIABILITY**

Insurer:	Arch Insurance Group	\$1,000,000	Each Employee
Policy Number:	DPC000589202	\$2,000,000	General Aggregate
Effective Date:	02/23/07		
Expiration Date:	02/23/08		

**B. AUTOMOBILE LIABILITY**

Insurer:	The Hartford Insurance Company	\$1,000,000	Combined Single Limit
Policy Number:	10 UEN TE3521		
Effective Date:	02/23/07		
Expiration Date:	02/23/08		

**C. EMPLOYERS LIABILITY**

Insurer:	The New York State Insurance Fund	\$1,000,000	Each Accident
Policy Number:	G 1420 777-3	\$1,000,000	Each Employee
Effective Date:	03/15/07	\$1,000,000	Disease Policy Limit
Expiration Date:	03/15/08		

2-13000  
05 EXU0082 00 12 06





**ARCH INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
3100 Broadway, Suite 511  
Kansas City, MO 64111

Administrative Address:  
One Liberty Plaza, 53rd Floor  
New York, NY 10006  
Tel: (800) 817-3252

**COMMERCIAL LIABILITY UMBRELLA POLICY**  
**SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE**

NAMED INSURED: DCM Erectors, Inc.  
POLICY NUMBER: ULP0005884-02  
EFFECTIVE DATE: 04/15/07

EXPIRATION DATE: 10/15/08

**C. EMPLOYERS LIABILITY**

Insurer:	The New York State Insurance Fund	\$1,000,000	Each Accident
Policy Number:	G 1420 777-3	\$1,000,000	Each Employee
Effective Date:	03/15/07	\$1,000,000	Disease Policy Limit
Expiration Date:	03/15/08		

Employers Liability Limits listed above do not apply in those jurisdictions where liability is unlimited and unaggregated.

**D. FOREIGN GENERAL LIABILITY**

Insurer:	ACE American Insurance Company	\$1,000,000	Each Occurrence
Policy Number:	PHFD36854406	\$2,000,000	General Aggregate
Effective Date:	05/23/07	\$1,000,000	Products Completed Operations
Expiration Date:	05/23/08		

**E. FOREIGN AUTOMOBILE LIABILITY**

Insurer:	ACE American Insurance Company	\$1,000,000	Combined Single Limit
Policy Number:	PHFD36854406		
Effective Date:	05/23/07		
Expiration Date:	05/23/08		